

DKT NO: X06-UWY-CV18046436-S : COMPLEX LITIGATION
ERICA LAFFERTY : JUDICIAL DISTRICT WATERBURY
v. : AT WATERBURY, CONNECTICUT
ALEX EMRIC JONES : JULY 2, 2021

DKT NO: X06-UWY-CV186046437-S

WILLIAM SHERLACH
V.
ALEX EMRIC JONES

DKT NO: X06-UWY-CV186046438-S

WILLIAM SHERLACH
V.
ALEX EMRIC JONES

STATUS CONFERENCE

BEFORE THE HONORABLE BARBARA N. BELLIS, JUDGE

A P P E A R A N C E S :

Representing the Plaintiff (s):
ATTORNEY CHRISTOPHER MATTEI

Representing the Defendant (s):
ATTORNEY JAY MARSHALL WOLMAN for the defendant Alex Jones
ATTORNEY MARIO CERAME for defendant Genius

Recorded and Transcribed by:
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Court Recording Monitor
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1 THE COURT: Good morning, everyone. This is Judge
2 Bellis and we are on the record on the case of Lafferty
3 versus Jones on the consolidated matters. The docket
4 number is 186046436. And before I forget, two things,
5 one, thank you to counsel for making yourselves
6 available on such short notice. So I'm appreciative of
7 that that we were all able to do that on the Friday of
8 the Fourth of July weekend.

9 And also I am going to order a copy of the
10 transcript, Mrs. Ellis, so it can be placed in the file
11 which is generally what I have been doing.

12 Also just the typical reminders, please, and I'm
13 going to do the same thing. Just mute your device
14 unless your addressing the court because we don't want
15 to get feedback and we do want to make it easier for
16 our court reporter and also to just make it easier for
17 our court reporter.

18 If you would, please, identify yourself for the
19 record each time you address the court, if you would.
20 So starting with plaintiff's counsel, your name for the
21 record, please.

22 ATTY. MATTEI: Good morning, your Honor. Chris
23 Mattei on behalf of the plaintiffs.

24 THE COURT: Good morning.

25 And for the Alex Jones defendants.

26 ATTY. WOLMAN: Good morning, your Honor. Jay
27 Wolman for Mr. Jones, Freespeech Systems LLC, Infowars

1 LLC, Infowars Health, LLC, and Prison Planet TV, LLC.

2 THE COURT: And last but not least for Genius
3 Communications.

4 ATTY. CERAME: Good morning, your Honor. Mario
5 Cerame for the --

6 THE COURT: Attorney Cerame, I can't hear you very
7 well so I sort of read your lips so that Mrs. Ellis
8 knows that you identified yourself; Attorney Mario
9 Cerame for the record. So if and when it's -- that's a
10 little bit better. I don't know, maybe if you put your
11 volume up, sir, I don't know if that's going to make a
12 difference or just talk really loud.

13 And Mrs. Ellis, if and when Attorney Cerame
14 speaks, if you're having any difficulty at all, please
15 let us know, okay, because we are on the record and I
16 am ordering a transcript.

17 THE COURT MONITOR: Yes, your Honor.

18 THE COURT: Thank you. Okay. So I understood
19 from what Attorney Ferraro told me that there was some
20 issues at the deposition. I'm sure he told you that I
21 was unavailable yesterday for any -- otherwise engaged
22 yesterday, so I could not schedule anything yesterday.

23 So we can figure out what we're going to do with
24 that issue by way of briefing and I'm also going to
25 take advantage of the opportunity to see what new
26 filings have been put in the file since the last time
27 and we'll do a briefing schedule for that because I

1 think it's working well. I basically am diarying your
2 deadlines, then I can read what you file right when you
3 file it and then I re-diary it for the next brief and
4 this way I can continue to hopefully give you prompt
5 rulings. Okay.

6 So this was Attorney Wolman's issue I believe.

7 ATTY. WOLMAN: Yes, your Honor. Thank you. And I
8 hope your Honor's feeling all right this morning.
9 Mr. Ferraro possibly went into too much detail as to
10 the court's unavailability yesterday.

11 So yesterday we were taking the deposition of lead
12 plaintiff Erica Lafferty. And I should note for the
13 record that Mr. Mattei designated the entirety of that
14 as attorney's eyes only under the protective order
15 before any questions were asked. We will be likely, of
16 course, addressing that but I should not that the
17 protective order does say that we may make disclosures
18 to the court and its personnel.

19 During the course of the deposition, plaintiff's
20 counsel objected on the basis of privilege and directed
21 his client not to answer numerous occasions which and
22 then my habit is, of course, to ask the deponent
23 whether or not they're taking their attorney's advice
24 and not answering, which she did, on a series of
25 questions that I would categorize into three subsets.

26 We know that there was a resolution, a settlement
27 with Midas Resources and Wolfgang Halbig. Objections

1 were raised as on the basis of privilege on the
2 question of the amount of those settlements and
3 basically the entire settlement process which certainly
4 goes to the evaluation of the claim. But our basis for
5 asking, I should note would not be --

6 THE COURT: Attorney Wolman, I don't want to get
7 too deep. I don't mind if you highlight the areas and
8 then we're going to talk about when you would like to
9 brief them. I assume that you want this done
10 expedited. I don't want to go too deep but I don't
11 mind just if you want to highlight just one, two, three
12 what the areas are.

13 ATTY. WOLMAN: One is the settlement with the
14 defendants that have been dismissed and that whole
15 process as it were.

16 The second would be the division of settlement
17 proceeds among the 16 plaintiffs across the three
18 cases.

19 And the third was as the court is aware
20 Ms. Lafferty, herself, had filed for bankruptcy and in
21 the course of that bankruptcy, she purchased back from
22 the trustee of the bankruptcy estate her claims in the
23 amount of \$37,000. And objection on the basis of
24 privilege was raised as to pretty much any question
25 regarding that purchase of the claims at issue here.

26 THE COURT: Okay. So before I hear from Attorney
27 Cerame and then if you have anything to add, Attorney

1 Mattei, what is your proposal as to how and when you're
2 going to brief them, the issues so you could get it
3 before me?

4 ATTY. WOLMAN: Well, I wasn't sure exactly certain
5 what the court was thinking because we got a notice
6 that said we could do a status conference or set a
7 briefing schedule so I was hoping that maybe we might
8 be to resolve some of this issue here. But if your
9 Honor is looking for specifically a briefing schedule,
10 we have some depositions coming up in this case next
11 week, where I'm apt to be asking the exact same
12 questions and we're going to be back here. I don't
13 think we're going to have a brief before Tuesday's
14 deposition filed.

15 So unfortunately, we're going to be have to be
16 back here again on Tuesday's deposition and several
17 next week.

18 So the way I see it though is I would like, you
19 know, ordinarily, you know, I could do it in a week but
20 because of all these other matters, with all these
21 other depositions coming up and the holiday weekend,
22 two weeks would be more reasonable.

23 However, that then messes with the entirety of the
24 court's schedule and the discovery deadlines as they're
25 approaching. So I think we may need to re-jigger some
26 of that as well. Especially if this is an issue that's
27 going to be coming up in deposition after deposition

1 after deposition.

2 THE COURT: Is it your proposal, Attorney Wolman,
3 that, and I don't know if anyone is prepared to do it
4 today, are you then proposing that you want to just
5 argue the issues without any filings?

6 ATTY. WOLMAN: I mean if the court would like
7 briefing on it, that is fine. You know, typically
8 whenever I've had to call a judge in the middle of a
9 deposition to resolve an issue, you know, you call the
10 judge both sides say their little spiel and then the
11 judge rules and then you go back to the deposition.

12 And I was envisioning this status conference as a
13 kin to that ordinary process because the court was
14 unfortunately unavailable yesterday, when we ordinarily
15 would have done just that very thing and then resumed
16 the deposition.

17 But if we're going to be briefing it, you know, I
18 need to be able to properly brief it.

19 THE COURT: So you're prepared to argue it today
20 and I'll canvas the other side. But you're prepared to
21 argue it today?

22 ATTY. WOLMAN: Yes, I am.

23 THE COURT: That I didn't know and I'm just
24 willing to and it may be if everyone is available and
25 willing to do it, I might be able to do it that route.
26 So let me see what the rest of the folks have to say on
27 this issue before we then go to the briefing schedules

1 for the other filings.

2 Attorney Cerame, did you have anything to add to
3 Attorney Wolman's comments?

4 ATTY. CERAME: Briefly, your Honor. I think
5 Attorney Wolman hit the three subject areas fine,
6 that's my recollection, too. I, as to the subject
7 matter. I welcome correction by Attorney Mattei if we
8 have missed something or mischaracterized in his view
9 something.

10 As to whether we're prepared to argue, I am, I did
11 prepare to argue today. I didn't know what your Honor
12 had in mind, so I did prepare to argue to the court
13 today.

14 And as to a briefing schedule, I would note that
15 the party who invoked the privilege it's their burden
16 so I would want responsive briefing. And I have a very
17 heavy briefing schedule right now, not just this case,
18 elsewhere. And I would imagine my briefing is going to
19 be something more like in a trial response. Very
20 brief, these are the issues, your Honor, this is the
21 law and that's how we see the law being implied. It's
22 not going to be an extensive brief from us. It's going
23 to be kind of like one that we would submit in a trial.
24 So it's going to be very short. That's all I really
25 have space for.

26 THE COURT: Okay. Thank you.

27 Attorney Mattei. You're muted.

1 ATTY. MATTEI: Sorry about that.

2 I wouldn't really divide the issues up into three
3 subsets. All of the questioning essentially involved
4 the terms of the settlement with Mr. Halbig and Midas.

5 And the questions surrounding the bankruptcy
6 proceeding as to which I claimed privilege involved
7 efforts to get at the terms of the settlement by
8 inquiring about the bankruptcy proceeding. So this
9 issue is really about whether or not the defendants can
10 discover the terms of the confidential settlement
11 agreements with Mr. Halbig and Midas.

12 And on that regard, I actually think the law is
13 quite clear so I'm happy to argue it today.

14 With respect to the division of settlement
15 proceeds among 16 plaintiffs, I did claim a privilege
16 as to that because any knowledge Ms. Lafferty had of
17 any such agreement to the extent one exists, and I'm
18 not indicating that one does, would be based on
19 privileged information. I think that that issue is
20 separate then the other two. And candidly, I'd like to
21 do a little bit more research on that particular issue
22 if the court needs more.

23 I would also note --

24 THE COURT: Let me interrupt you, Attorney Mattei.
25 I apologize.

26 Just out of curiosity, and now that I know that
27 everyone is prepared to address this today, I'm happy

1 to address it today. Coming into this, I wasn't sure,
2 I was going to try to go along with a consensus if
3 there was one, but I wasn't aware that there was a
4 consensus.

5 But before I forget this question; are the Halbig
6 or Midas defendants aware of the division among the
7 plaintiffs or how the settlement got divvied up?

8 ATTY. MATTEI: I believe the answer is no.
9 Although, I would need to confirm that for sure, Judge.
10 But I believe the answer is no. That's a separate
11 question of whether there was an agreement as to the
12 plaintiffs specifically, but I believe the answer is
13 no.

14 THE COURT: Okay. I interrupted you, go on.

15 ATTY. MATTEI: I also just wanted to mention that
16 if the court orders disclosure of the confidential
17 terms of those settlement agreements, that is not
18 something that requires deposition testimony. That is
19 a disclosure that we could simply make to the
20 defendants and so there's as I see it, there's no
21 particular urgency on the issue. So that's the one
22 remaining comment that I have, Judge.

23 ATTY. WOLMAN: Your Honor, may I briefly just
24 interject one thing, I apologize.

25 But the objection yesterday especially about the
26 settlement was about privilege, not on the basis of the
27 confidential nature of that. He did say privilege and

1 that is a separate issue.

2 But if I may, certainly the valuation of the
3 claims and how they came to the settlement amounts and
4 settlements with the other defendants, you know, is
5 beyond simply the mere confidential nature of the
6 settlement agreement which my understanding, your
7 Honor, is that the plaintiffs sought the
8 confidentiality. And now we're trying to use the
9 confidentiality that they got the other side to sign,
10 to try to block our discovery.

11 ATTY. MATTEI: I just want to add, your Honor,
12 because Attorney Wolman's characterization of the
13 objections is inaccurate.

14 I stated two separate bases for objecting on the
15 settlement amounts. One was privilege because numerous
16 questions went to communications concerning the
17 settlement amounts.

18 But the other was, that the information was not
19 reasonably likely to lead to the admission to the
20 discovery of admissible evidence and the transcript
21 will bear that out. I want to make clear about that.

22 As to whether, whatever Attorney Wolman's
23 understanding is as to negotiations around those
24 settlements, I don't think that that's relevant at all.

25 THE COURT: All right. So before we address this
26 issue because I don't want to forget about the other
27 issues. I'm going to start with Attorney Cerame, then

1 turn to Attorney Wolman, and then turn to Attorney
2 Mattei.

3 So my question, Attorney Cerame, is since we last
4 had our status conference on the record, have you filed
5 anything with the court? Because if you have, I'm
6 going to go through a briefing schedule. So whether
7 you filed anything -- Attorney Ferraro, what was the
8 last date? I don't have that screen up, the last date
9 that we were on the record on this? I may be able to
10 find it just as quickly but --

11 THE CLERK: I have it as June 16th, your Honor.

12 ATTY. MATTEI: That sounds correct, your Honor.

13 THE COURT: All right. So Attorney Cerame in
14 those last two weeks in this case, have you filed
15 anything with the court?

16 ATTY. CERAME: No, your Honor. I intend to file,
17 I intended to file something today, I don't know
18 whether given how long things went yesterday, I'll be
19 prepared to do so. I had ambitiously intended to do so
20 today.

21 THE COURT: Okay.

22 ATTY. CERAME: I had not.

23 THE COURT: All right. Can you just very briefly
24 address what the topic will be because we can set a
25 scheduling order now so that you can get it
26 adjudicated.

27 ATTY. CERAME: Sure, your Honor. It's a motion to

1 strike. I had discussed several dispositive motions
2 with my client. I evaluated a number of possible then
3 avenues and I thought this was the best way to use the
4 scarce resources we have and it's a motion to strike.

5 THE COURT: Well, I will say I have to say this
6 that if that's the case, then I would like to have
7 those both argued at the same time, rather than have
8 one argued and then the other argued.

9 ATTY. CERAME: I understand. I absolutely
10 understand where the court is coming from.

11 THE COURT: So right now our argument date on the
12 motion to strike I thought was coming up.

13 ATTY. CERAME: I believe it's later this month.

14 ATTY. WOLMAN: It's July 21st. It was pushed off
15 from last month.

16 THE COURT: Right. So if you intend to file a
17 motion to strike, then we could do the briefing
18 schedule now but then I'm going to move that argument
19 date to September.

20 ATTY. CERAME: Whatever befits your Honor.
21 Whatever, your Honor, whatever your Honor decides.

22 THE COURT: I just want to argue both motions to
23 strike at the same time, so --

24 ATTY. CERAME: It makes sense.

25 ATTY. WOLMAN: Your Honor, if I may, we would like
26 to have our motion --

27 THE COURT: I understand that but I'm going to

1 have them argued both at the same time for judicial
2 economy, so that's how it's going to be.

3 Do we have, it doesn't look like we have a
4 September date on the books, Ron, so using the day that
5 we usually do, we should do the rest of 2021, send out
6 notices today but what would our regular September date
7 be for this case?

8 THE CLERK: Just a minute, your Honor. I need to
9 get to the calendar. It's the third Monday? No, third
10 Wednesday.

11 THE COURT: So that would be?

12 THE CLERK: The 15th.

13 THE COURT: September 15th?

14 THE CLERK: Yes.

15 THE COURT: Okay. So if we work back from that
16 argument date, Attorney Cerame, so you have to file a
17 motion. There's going to be an opposition and then a
18 reply. And I just need from the reply maybe a little
19 less than a week. I just don't want it the day before,
20 just like around a week so if --

21 ATTY. WOLMAN: And, your Honor, if I may,
22 September 15th, if we can do it in the morning, that's
23 fine. I cannot do, I don't expect the afternoon would
24 be good since it may run into Yom Kippur.

25 THE COURT: Okay. Let's see. Just give me one
26 second.

27 THE CLERK: Your Honor, we have been scheduling

1 them for ten in the morning.

2 THE COURT: We can maybe start a little earlier if
3 that -- I don't think it's going to take that long.
4 Although, we may have other matters. So we'll leave it
5 for ten?

6 ATTY. MATTEI: Your Honor, may I just add
7 something, September 15th I believe is the date that
8 fact discovery closes and because we have very limited
9 days left, we may actually need that day for a
10 deposition. I'm wondering if just for that particular
11 week, we could do it on either the Wednesday, Thursday,
12 or Friday.

13 ATTY. WOLMAN: Well, that is the Wednesday.

14 ATTY. MATTEI: I'm sorry, then the Thursday or
15 Friday.

16 ATTY. WOLMAN: Thursday is Yom Kippur.

17 THE COURT: So you're talking about Friday the
18 24th? Friday, September 24th? Why don't we just go to
19 the following Wednesday, the 29th.

20 ATTY. CERAME: Okay.

21 ATTY. WOLMAN: Let me just check, your Honor.

22 THE CLERK: I'm sorry, your Honor. We were
23 talking 15th, 16th, 17th.

24 THE COURT: Oh. Oh. Oh. Okay. So then it would
25 be the twenty --

26 THE CLERK: 22nd if you wanted to go out the next
27 week, yes.

1 THE COURT: Wednesday, the 22nd?

2 ATTY. WOLMAN: I'm unavailable, your Honor, for
3 religious observance.

4 THE COURT: Okay. How's Thursday, the 23rd?

5 ATTY. WOLMAN: I am available.

6 THE COURT: Does that work for everyone?

7 ATTY. MATTEI: I think that would be better,
8 Judge, thank you.

9 THE COURT: Okay. So September 23rd, 10:00 a.m.
10 and that will be also the status conference for
11 September. But after that, Ron, you'll send out
12 notices for the rest of the year using our regular
13 date. All right.

14 So working back then from that date, Attorney
15 Cerame give me the date that you would like to file
16 your motion to strike.

17 ATTY. CERAME: So her Honor needs a week for the
18 reply so the reply would be, let me just work the
19 calendar here really quick. It's going to be the 16th
20 and then Attorney Mattei would need 30 days from that.
21 You know, your Honor, next week right now it's all
22 messed up because my writing schedule is very difficult
23 next week.

24 But I believe I can get a motion done the week
25 after, let me make sure. Let me just check my calendar
26 here. I apologize, your Honor.

27 THE COURT: Take your time, we're not in a rush.

1 ATTY. CERAME: Hang on a second. Oh yeah. I
2 didn't even know we had off the fourth.

3 The 16th, I intend to file the 16th.

4 THE COURT: Okay. So any motion --

5 ATTY. CERAME: If that works for the court. I'm
6 like super grateful to have the time.

7 THE COURT: Okay. That's fine. So July 16th and
8 give me your proposal, Attorney Mattei, for your
9 opposition.

10 ATTY. MATTEI: Can we do August 20?

11 THE COURT: Seems reasonable. And the reply?

12 ATTY. WOLMAN: Your Honor, as the court wishes a
13 week after that, two weeks after that. Let's say two
14 weeks just to make sure in case something weird
15 happens.

16 THE COURT: Just give me the date and I'm sure
17 it'll work.

18 ATTY. WOLMAN: Attorney Mattei, you said the 16th
19 of August, correct?

20 ATTY. MATTEI: 20.

21 ATTY. WOLMAN: 20, so September, say September 3
22 is fine.

23 THE COURT: Okay. Just give me one moment.

24 Ron, what was the date for oral argument again?

25 THE CLERK: We settled on September 23rd, 10:00
26 a.m.

27 THE COURT: And I think what we'll do and, Ron,

1 hopefully you'll remember is we'll start off with any
2 other issues that need to be addressed and then we will
3 end with the argument on the motion to strike.

4 So no other motions that you're anticipating at
5 this time, Attorney Cerame, that we can do a briefing
6 schedule on, correct? I just don't want to --

7 ATTY. CERAME: Your Honor, nothing comes to mind.
8 I can't think of anything.

9 THE COURT: Okay. Thank you.

10 So the ball is in your court, Attorney Wolman. So
11 since June 16th, what, just give me one at a time
12 because I think you might have filed a couple but I
13 could be wrong. What motion have you filed?

14 ATTY. WOLMAN: Let me look, your Honor. Since we
15 responded to a number of motions and the court has
16 already adjudicated.

17 I should note we did file a response this morning
18 regarding the plaintiffs' motion for a Commission
19 regarding Mr. Bidondi. I think that one is one of the
20 few ex dont motions that are out there from the
21 plaintiffs.

22 Mr. Pattis, who he and I there's a ven diagram of
23 clients we represent where it's not 100 percent overlap
24 in this matter. He has filed two motions for
25 commission one of which was yesterday, I'm not prepared
26 to address a briefing schedule on his motions.

27 THE COURT: Okay. I'm going to go ahead and do

1 that with enough time so that he'll have time. So go
2 ahead. What do you have, if anything, or is it just
3 his?

4 ATTY. WOLMAN: I don't believe I filed any motions
5 since the 16th. As I'm looking at the docket, I don't
6 see anything that I filed as a motion.

7 THE COURT: Okay.

8 Attorney Ferraro, I know we don't have a status
9 conference in August, when is our next status
10 conference in July again?

11 ATTY. WOLMAN: We do have an August one, your
12 Honor.

13 THE COURT: Oh, we do.

14 ATTY. WOLMAN: August 18th.

15 THE COURT: Okay. So then you know what, given
16 that I didn't think we did. I'm doing that on a day
17 off then. I'll hold off and Attorney Pattis will
18 address his motions then. Okay. So we don't have to
19 do that. I was thinking we didn't have a status
20 conference in August but.

21 THE CLERK: Your Honor, we do have the July 21st
22 status conference, which also was the hearing for
23 motion to strike which we're now moving.

24 THE COURT: But we'll still keep that status
25 conference on.

26 THE CLERK: Yes.

27 THE COURT: Okay. All right. So that's it for

1 you Attorney Wolman. So Attorney Mattei, what have you
2 filed since June 16th, so we can get a briefing
3 schedule going?

4 ATTY. MATTEI: I believe, your Honor, that the
5 only motion we filed is a motion for extension of time,
6 which we filed on June 30th in which we asked for
7 additional time to complete compliance. We expect to
8 have our objections and partial compliance to counsel
9 on the July 13th date but it will have to be rolling
10 for the reasons we mentioned in the motion.

11 I think that is the only motion we have currently
12 filed since June 16th, although I would accept any
13 correction. I'm just looking at the docket now.

14 ATTY. WOLMAN: There's the Bidondi one I mentioned
15 before.

16 ATTY. MATTEI: Right. Right.

17 THE COURT: Let's take one at a time, though. So
18 I'm still on this motion for extension of time. How
19 much time do the defendants need to respond either by
20 way of objection or no objection?

21 ATTY. WOLMAN: I honestly, your Honor, have not
22 had a chance to really review it. I would say a week.

23 THE COURT: Attorney Cerame. It looks like we're
24 up against the deadline in this, right, so we want to
25 get it adjudicated before the deadline but I think
26 you're muted, Attorney Cerame.

27 Attorney Cerame, I think you're muted.

1 ATTY. CERAME: We'll go along with Attorney
2 Wolman's, lip reading is a thing. I will go along with
3 Attorney Wolman's suggestion there, your Honor.

4 THE COURT: Okay. No need for reply so a week
5 from today is July 9th and I will rule immediately
6 thereafter.

7 ATTY. WOLMAN: And if we can get something in
8 sooner, we will endeavor to do so, your Honor. I don't
9 know that we'll even be opposing so.

10 THE COURT: If you're not opposing, can you let
11 Attorney Ferraro know just so I don't worry. Because I
12 actually going in to look and then I just don't want to
13 worry. Okay. So.

14 And that's it. There was one other one, I'm
15 sorry.

16 ATTY. MATTEI: Yes, your Honor. We filed a motion
17 for a commission to take the testimony of Dan Bidondi
18 in Rhode Island, the Jones defendants filed a response
19 this morning in which they did not object to the
20 commission. So I don't think there's any further
21 briefing required there unless Attorney Cerame wants to
22 file something.

23 THE COURT: That can be granted by agreement.
24 Just give me one moment, please.

25 All right. That looks like it's in order, so that
26 will be granted by agreement. Okay. Anything else
27 before we get to the deposition issue? Attorney

1 Cerame?

2 ATTY. CERAME: Just briefly. Your Honor, I know
3 that I've indicated that I would file notices when I
4 didn't have an intention to object. And I as sometimes
5 prepared such notices, the court then would promptly
6 rule before I could file something. And the notices
7 invariably be no we don't have anything to say. And so
8 I just wanted to apologize. The workload is more than
9 I had anticipated. Relative to that, and I don't
10 necessarily have all the resources to respond as
11 promptly as the court rules.

12 The only one we were possibly going to weigh in
13 was 374 which the court ruled on yesterday. And the
14 court's ruling is just common sense and judgment. So
15 we wouldn't have anything that would have affected the
16 court's ruling anyway.

17 THE COURT: I hear what you're saying and you're
18 right. So I think what happened is I usually, now that
19 you're here, I don't want to forget about you but if
20 something is filed early, I sort of was jumping in when
21 like -- not recognizing that you actually had a little
22 more time if you wanted to object. So I will --

23 ATTY. CERAME: If something like that happens,
24 your Honor, and I think it's really important what I'll
25 do is ask for reconsideration. And I'll say, hey, can
26 we stop and this is what our arguments would have been.
27 And most of the time, your Honor, I mean I think

1 judicial economy militates in favor of how her Honor is
2 handling the case and it's going to be very rare where
3 we're going to have something to say, I suspect. And
4 it wouldn't have been anything to say that would have
5 made a difference, I don't think in what her Honor
6 ruled on yesterday. So I think what we have now is
7 fine.

8 THE COURT: What I'll try to do is if it looks
9 like something is briefed early and you haven't weighed
10 in, I'll have Attorney Ferraro reach out to you to
11 confirm whether or not you're, because if I can rule
12 early, I will but I sure don't want to rule too early
13 and not give you an opportunity to be heard. Okay.

14 ATTY. MATTEI: Your Honor, I'm sorry. You asked
15 Attorney Wolman to also indicate whether there were any
16 anticipated filings, do you want me to do that as well
17 on our end?

18 THE COURT: If you have something.

19 ATTY. MATTEI: Yeah, we do. So we expect to be
20 filing a motion for sanctions today related to
21 discovery violations.

22 We also wanted to raise for the court concerns
23 about the motion for commission that was filed
24 yesterday concerning Hilary Clinton. And I would take
25 the court's guidance here but as Attorney Wolman
26 mentioned, that deposition was designated as
27 confidential.

1 THE COURT: I don't want to have any discussions
2 on the motion for commission only because Attorney
3 Pattis is not part of this. So let's leave that alone.

4 ATTY. MATTEI: Very well. Very well. The other
5 issue I wanted to raise is with respect to the
6 deposition of Jennifer Hensel as executrix for
7 Mr. Richmond's estate.

8 The court in its ruling contemplated some
9 questioning concerning documents held in the possession
10 of the estate. The defendants noticed that deposition
11 on two dates, on July 13th and on August 2nd.

12 I believe we've attempted to get confirmation that
13 the deposition can go forward on August 2nd rather than
14 July 13th because we are not going to be in a position
15 to produce documents by July 13th because as I
16 understand it, they're electronically stored and if
17 we're not able to get that agreement, then we will be
18 filing a motion relating to that.

19 THE COURT: I think that's something that you can
20 all discuss and come to a reasonable resolution.
21 That's not, if you have two dates already, that's not
22 something that I don't think anyone is going to need
23 the court's time on.

24 The motion for sanctions, we can do a briefing
25 schedule for that but I think that sounds like it's
26 going to need more time for the opposition briefing
27 because it sounds like it's going to be a heavier lift

1 then some other motion. So you're going to file today
2 motion for sanctions?

3 ATTY. MATTEI: I expect we will file this
4 afternoon.

5 THE COURT: Well, if you want me to do a briefing
6 schedule, I need to put something in. So it's either
7 going to be today or next Tuesday because Monday is a
8 holiday.

9 ATTY. MATTEI: Why don't we say Tuesday to be safe
10 then, Judge.

11 THE COURT: Just give me a moment. In the mean
12 time as I start to do this order, Attorney Wolman, and
13 Attorney Cerame, start looking at your calendars. I
14 just think you should give yourself a little more time
15 to respond to that because I think it won't be as easy
16 as some of these other issues, it might be a little
17 more fact intent so just give me one moment.

18 ATTY. WOLMAN: Your muted, Attorney Cerame.

19 THE COURT: Just give me one moment because I'm
20 actually trying to type and I learned if I try to type
21 and talk at the same time, I put the wrong year in your
22 orders.

23 Attorney Cerame.

24 ATTY. CERAME: I just wanted to ask Attorney
25 Mattei or perhaps I could ask him through the court
26 whether and to what degree that he anticipates that
27 this motion will be dragged through to my client.

1 ATTY. MATTEI: Not at all.

2 THE COURT: So Attorney Wolman, the balls in your
3 court. Take your time.

4 ATTY. WOLMAN: Normally, I would want at least two
5 weeks on that, however, I have the entire week of the
6 19th blocked off since January, I'm going to be out of
7 town. And I only set aside the amount of time to do
8 the argument on the 21st. So, I would be looking for,
9 you know, at least then at this point the 27th of July
10 to respond.

11 THE COURT: That seems reasonable to me.

12 ATTY. CERAME: Given that we may not even have
13 standing to object, you know, that sounds fine to me
14 too, your Honor.

15 THE COURT: And a reply Attorney Mattei? It
16 sounds like we could -- okay. I'm sorry. A reply
17 date?

18 ATTY. WOLMAN: A week is fine, Judge.

19 And not that it particularly matters related back
20 to what Mr. Mattei said before, the executrix date we
21 only had one date as July 13th. I'm not sure where the
22 August date is from.

23 THE COURT: Do you want to address that, Attorney
24 Mattei?

25 ATTY. MATTEI: It's my understanding that they
26 double-noticed it. And that understanding comes from
27 my staff, so I don't have the notices in front of me

1 but it's my understanding that they double-noticed it.

2 ATTY. WOLMAN: We can address that offline, your
3 Honor.

4 THE COURT: Okay. It sounds like a plan.

5 So before we get to the issue at hand, is there
6 anything that I missed.

7 ATTY. MATTEI: Yes. Well, you didn't miss. There
8 are a couple of other anticipated motions. These are
9 motions for commission, Judge, which we've been filing
10 as a matter of course. Relatively straightforward we
11 intend to move for a commission to subpoena, I believe,
12 a New Mexico resident Kurt Nimmo former Infowars
13 employee who was in the writing department. And Tim
14 Fruge who is formerly the director of business
15 operations for Infowars but is no longer with the
16 company, and so we'll need a commission for him too.
17 We expect those to be filed by the end of next week.

18 THE COURT: And so I think for those, you may have
19 objection you may have agreement, I don't know but I
20 think you can talk to each other on those and hopefully
21 get those cued up for our next status conference.

22 ATTY. MATTEI: Great. Thank you.

23 THE COURT: Without me entering orders because it
24 may be that there's no objection or it may be that
25 there is. I'm not as concerned with those but at least
26 everyone knows that they're coming.

27 ATTY. MATTEI: Thank you.

1 THE COURT: Anything else before we get to the
2 issue?

3 ATTY. MATTEI: Not from me, Judge.

4 THE COURT: Attorney Wolman, anything?

5 ATTY. WOLMAN: No, your Honor.

6 THE COURT: Attorney Cerame?

7 ATTY. CERAME: Nothing comes to mind, your Honor.

8 THE COURT: Just give me one moment.

9 All right. So Attorney Mattei, it's your
10 privilege claim.

11 ATTY. MATTEI: Privilege and also, your Honor, we
12 objected because it's our view that the terms of the
13 confidential settlement agreement are not discoverable.

14 So, we, first of all, I do think it's important to
15 note that the terms of the agreements with Mr. Halbig
16 and Midas are confidential. And so, none of our
17 clients are in a position to disclose anything absent a
18 court order and I should note, that both Midas' and
19 Mr. Halbig's counsel may want an opportunity to be
20 heard if those agreements or terms will be subject to
21 disclosure.

22 As to the discoverability, and I'm speaking right
23 now just solely with respect to discoverability of the
24 terms of settlements and whether or not that
25 information is likely to lead to the discovery of --

26 THE COURT: I'm going to back up because,
27 remember, I don't have anything in writing and I'm just

1 taking this in as you're telling me. So, and I'm
2 concerned about people's rights who aren't here. So if
3 you're telling me that your clients had an agreement
4 with the former, these former parties, that they would
5 not disclose the terms of the settlement agreement that
6 it's confidential without a court order, wouldn't I
7 want to give them notice?

8 ATTY. MATTEI: I would think so, Judge, yeah. I
9 mean we're bound by those agreements.

10 THE COURT: So let me ask Attorney Wolman and then
11 Attorney Cerame what your position is just on that
12 discrete issue? What is the harm in reaching out since
13 we have their contact information and they were
14 parties, what is the harm in reaching out so that they
15 can have an opportunity to be heard. Because it may be
16 that they have no objection and would be happy to have
17 it disclosed or not.

18 So Attorney Wolman, what's your position on that.

19 ATTY. WOLMAN: Certainly, your Honor. You know,
20 we are, of course, very concerned and I apologize for
21 the bad metaphor of the defendant who kills their
22 parents and then throws themselves on the mercy of the
23 court. This is, you know, it's our understanding their
24 request for confidentiality and now they're trying to
25 shackle everybody and shackle discovery with that.
26 And, you know --

27 THE COURT: Attorney Wolman, when you say their

1 request for confidentiality, I don't have anything in
2 writing so your belief that Attorney -- that the
3 plaintiffs wanted the confidentiality and that the
4 defendants did not want the confidentiality?

5 ATTY. WOLMAN: That is correct, your Honor. I
6 have spoken with Mr. Halbig, for example. And he would
7 love to say what has gone on. And I understand
8 Mr. Pattis is seeking a commission for his deposition.

9 And, you know, certainly he would be willing to
10 likely consent. Of course, we don't know the terms of
11 this confidentiality term. Who signed it? You know,
12 is Mr. Halbig bound, are the plaintiffs bound. You
13 know a lot of times confidentiality agreements in a
14 settlement only bind one side. We haven't, you know,
15 seen this agreement in the slightest with the terms.

16 THE COURT: I'm going to put the brakes on right
17 now. You know, it's hard to do this this way. I can
18 do an in camera review of the settlement agreement or
19 we can give you an opportunity before our next status
20 conference to, for example, if you're representing that
21 you spoke with Mr. Halbig and that you didn't think he
22 wanted confidentiality, you know, then I would take
23 your representation and the same thing with the other
24 defendant.

25 But I don't know what is true here and what is not
26 true here and I don't want to do something that harms
27 people that think that they have a confidential

1 agreement.

2 Attorney Cerame, did you want to address this
3 briefly?

4 ATTY. CERAME: Briefly. I think the court
5 articulated a fair due process issue that there's an
6 interest here that people who are not party to this
7 lawsuit or party to this action or present here today,
8 may have an interest in an agreement that may be
9 affected by how the court proceeds. I think that the
10 court is right.

11 It's unfortunate because I think Black Letter Law
12 you can't make something confidential vis-a-vis court
13 discovery by agreement. I think that's simple law that
14 would apply here. But the court has, I think the court
15 has found an issue. So that's my position.

16 Oh, I just also want to note for the court, I'm
17 also very familiar with Mr. Halbig. I can't get into
18 details of how I'm familiar with him but I just want to
19 note for the court that asking him to appear in court
20 would be something that should be undertaken with care.

21 ATTY. WOLMAN: And if I may, your Honor,
22 irrespective of the terms of the settlement itself,
23 there are a slew of questions where we don't need to
24 see the settlement agreement, that nonetheless are
25 discoverable where privilege was claimed.

26 For example --

27 THE COURT: I just want to -- are we going to now

1 there's a claim and I have to address it. So I at
2 least, and the more I think about it, I don't want to
3 address it without giving the people who aren't here,
4 who have a vested interest an opportunity to be heard
5 either by filing something with the court or appearing
6 in court.

7 So I think what I'm going to do is enter an order
8 and have it addressed before the next status conference
9 and giving those individuals a right to weigh in even
10 in writing. Okay. So that I'm going to put aside that
11 confidentiality claim and we'll address it at the next
12 status conference, okay. So just give me --

13 ATTY. WOLMAN: Your Honor, the issue on that
14 notice, certainly I would remind the court that
15 Mr. Halbig when he was represented by counsel here that
16 was in addition to his pro se appearance and contrary
17 to Mr. Cerame, I believe that, you know, we need to
18 hear directly from Mr. Halbig because my understandings
19 from his discussions with me have been at odds with at
20 least the desires of the insurance appointed lawyer who
21 no longer would theoretically represent for
22 post-withdrawal matters.

23 I don't know if Mr. Brown still represents Midas
24 but certainly the interest of an insurance company
25 would be at odds potentially with the interest of the
26 parties themselves.

27 And we need to be able to -- we're going to have

1 to be suspending every single deposition next week if
2 this is how we're going to be proceeding and possibly
3 the ones for the week after because -- we're going to
4 be asking these same questions of every single one of
5 the plaintiffs.

6 THE COURT: Right. And you know what, just
7 because you have depositions scheduled doesn't mean I'm
8 going to throw caution to the wind and not alleviate
9 the concerns I have with the parties who are not part
10 of this and I should have at least an opportunity to
11 weigh in.

12 I appreciate the fact that you need these
13 decisions before your depositions but I can only help
14 you so much. I can only do what I can do. So I am
15 going to put that issue aside and go that route on just
16 that issue.

17 ATTY. WOLMAN: And while that makes sense, your
18 Honor, then I think in order to avoid us having to
19 bring back every single plaintiff on multiple
20 occasions, we need to extend the discovery in this
21 matter.

22 THE COURT: So I'm not going to address that at
23 this point, Attorney Wolman. It may not be an issue.
24 If the plaintiff prevails on issue, then you have no
25 issue. And if you prevail on the issue, this is such a
26 discrete short brief little area that it can even be
27 done by way of a telephone, a subsequent telephone

1 deposition. You're shaking your head. But I'm telling
2 you that the court certainly is within its authority to
3 order a telephone deposition, don't shake your head at
4 me, a telephone deposition and limit the time on the
5 issue so, you could still do the entire rest of your
6 deposition and follow through, if necessary, on these
7 other issues. But I'm not going to, at this point,
8 unnecessarily start to extend discovery and cancel
9 depositions when it may not be an issue.

10 So I'm not worried about it at this point. You're
11 going to get your decision but it's going to be a
12 decision that is based on knowledge instead of just
13 jumping the gun. Okay. And we'll see what your needs
14 are. And if it turns out, that you need more than I
15 referenced, then I'm sure you'll let me know. Okay.

16 ATTY. MATTEI: Your Honor, may I add -- I
17 apologize. I guess you don't want to hear from me.

18 THE COURT: I pride myself in being prompt on your
19 motions and following through when I tell you what I'm
20 going to do but I really can't do the impossible. I
21 want to make you happy and satisfy everyone but I can't
22 do the impossible here. You know you have these, your
23 schedule -- but I will do the best that I can. Okay.

24 So let's get back, put that issue aside and let's
25 give the floor back to Attorney Mattei and I will give
26 everyone an opportunity to be heard on what's raised.
27 Okay. So Attorney Mattei.

1 ATTY. MATTEI: Yes. A couple things. So I
2 understand the approach that the court is taking and I
3 just wanted to indicate that the insurance companies
4 who were involved in the Halbig and Midas situations
5 were parties to the agreement, so it's appropriate that
6 they be advised.

7 And I also just wanted to for the interest of
8 resolving this issue efficiently, I did just want to
9 say that regardless of how the court deals with the
10 confidentiality issue, Section 52-216a of Connecticut
11 General Statutes does answer this question directly as
12 to whether or not this information is discoverable and
13 so as the court's considering the issue, I just wanted
14 to raise that. You're muted, Judge.

15 THE COURT: Just give me one moment, okay.

16 ATTY. MATTEI: Mm-hmm.

17 ATTY. WOLMAN: Chris, when you said 216a, you
18 meant 216 little "a," not 216 parens "a," right?

19 ATTY. MATTEI: Yes.

20 THE COURT: All right. So I understand and I'm
21 familiar with that statute, Attorney Mattei, that's
22 what goes before a jury. I can already anticipate
23 Attorney Wolman's argument that he's not wanting to put
24 this issue before the jury but by asking these
25 questions, it's likely to lead to admissible evidence.

26 I haven't heard anything so far that suggests that
27 he wants to tell the jury but it's more of how the

1 cases were valued and things like that. But I'll hear
2 from Attorney Wolman, but in any event, yes. I am
3 familiar with this statute. This is folks why I like
4 briefs on meaty issues because we're sort of you know.
5 Okay. So continue.

6 ATTY. MATTEI: I have nothing further, Judge. I
7 understand the approach the court's going to take.

8 THE COURT: Right. Are you looking to address --
9 that was just the confidentiality issue. You're not
10 then claiming your issue, you're only claiming a
11 confidentiality issue. You've abandoned any other
12 issue?

13 ATTY. MATTEI: Oh. No. No. No, Judge. I'm
14 sorry. I thought you were saying that you wanted to
15 deal with the confidentiality issue as a threshold
16 issue before addressing anything --

17 THE COURT: No. I wanted not address that today
18 but I want to address the other issues if I can. I'm
19 not looking to pun on everything because it may be that
20 you prevail on another issue and that gets mooted out.
21 But --

22 ATTY. MATTEI: Right. So with respect to, and I'm
23 addressing my comments solely with respect to the terms
24 of the settlement. I do think 52-216a controls here
25 because any information as to the value of the
26 settlements cannot, under any circumstances, be
27 presented to the jury.

1 The only circumstances in which any information
2 concerning the nature of any settlement can be
3 presented is post-verdict in an action for remittitur.
4 So there is no reasonable basis for discovery of the
5 terms of the agreement here, none at all. And there's
6 cases extensive cases that hold exactly that. Pack
7 versus Jacquemin 196 Conn. 53; Grant Thornton versus
8 Syracuse Savings Bank 961 F.2d 1042.

9 THE COURT: So procedurally if it gets to that
10 point and you're post-verdict and there's a remittitur
11 issue, how is that then, how is Attorney Wolman going
12 to have that information?

13 ATTY. MATTEI: They're entitled to post-verdict
14 discovery so that they can, if, and by the way this on
15 the very very slim chance that the jury finds the Jones
16 defendants only liable for negligence and then
17 apportion some percentage of fault to Mr. Halbig. That
18 is the only circumstance in which at that point, the
19 Jones defendants could seek discovery of the value of
20 the settlement so that they could argue to the court,
21 for example, that it was excessive.

22 The value of the settlement itself, is not a
23 measure, an apportionment measure that the court can
24 use post-verdict on remittitur. So it's on a very very
25 slim issue as to whether a verdict against Mr. Jones
26 was excessive, and therefore, evidence of the
27 settlement with Mr. Halbig is somehow evidence of the

1 excessive nature of the verdict.

2 And again, that only arises if the only count on
3 which they find Mr. Jones liable, is negligence. And
4 it's only at that point that this information would be
5 discoverable. It's not and nor is any information
6 derived therefrom admissible for any purpose before a
7 jury. And I think the law is very very clear on that.
8 And that's why -- I'm sorry, you're muted, Judge.

9 THE COURT: So admissible before a jury is one
10 thing. Likely to lead to admissible evidence, can you
11 address that?

12 ATTY. MATTEI: Yes. Well, I mean, I'm happy to
13 accept a proffer from the defendants about how the
14 value of the settlement is somehow likely to lead to
15 any other evidence that they can present to a jury.
16 There's nothing, that wouldn't be prejudicial. There's
17 nothing that I can identify that would suggest that
18 because another defendant settled for a certain amount
19 of money, that that could lead to any sort of
20 admissible evidence. I just, I don't understand it.
21 And you know, perhaps they can proffer something but
22 you know the risks here are pretty significant,
23 especially given the way the defendants have put stuff
24 out into the press including just yesterday putting
25 protected information in a public filing.

26 So if there's any case they can present that
27 suggests that there is evidence that under any

1 circumstances can be presented to a jury that is
2 derived from the value of a settlement, I'd like to
3 brief that. But I don't think that that's what the
4 statute contemplates under any circumstances.

5 Apportionment I just want to say has nothing to do
6 with any of this. And yesterday Attorney Wolman
7 suggested that this was relevant to apportionment.
8 That's not true. Evidence of a settlement is not
9 admissible for apportionment purposes and certainly not
10 before any verdict is returned.

11 So, and I think you know, that really is the issue
12 here relates to the settlement. All questions directed
13 to the bankruptcy as to which there was a claim of
14 privilege I believe involved what I essentially
15 consider to be backdoor ways to get at the terms of the
16 settlement.

17 So I think I'll just rest my comments there,
18 Judge. I think the case law is pretty clear.

19 THE COURT: Attorney Wolman, if you could respond
20 and I have to tell you I would appreciate it if you
21 could address the issue because I'm sitting here
22 scratching my head trying to figure out how the
23 information is either admissible or even likely to lead
24 to admissible evidence. So it would be helpful if you
25 could sort of address that.

26 ATTY. WOLMAN: Thank you, your Honor.

27 I first, though, need to address this vicarious

1 allegation that confidential information was put in the
2 record, it was not. Everything Mr. Pattis cited it was
3 a matter of public record outside.

4 THE COURT: I don't want to address, I don't want
5 to hear Mr. Pattis' name without him here, okay. I
6 don't want to address --

7 ATTY. WOLMAN: Then I would ask that counsel's
8 comments as to that motion be stricken.

9 THE COURT: Yes. All right. They're meaningless
10 because they're out of contexts, so I don't know what
11 he's talking about and anybody else who's listening in
12 or reads the transcript is going to know. So I think
13 let's just address this issue because I really am
14 sitting here scratching my head figuring out why the
15 value of the settlement could possibly lead to
16 admissible evidence.

17 ATTY. WOLMAN: Sure. And, you know, we weren't
18 merely talking about the settlement instrument itself
19 which is what the statute is discussing so 52-216a. So
20 I didn't hear any arguments as to any other question
21 other than the exact terms of the settlement instrument
22 being claimed as outside the scope of inquiry or basis
23 for attorney client privilege and certainly that's not
24 the basis for attorney client privilege, so I'm
25 assuming those are waived here.

26 So because otherwise, the relevance of how you
27 reach a settlement, negotiations with another party, go

1 to how you value your claim, you know.

2 THE COURT: This is where -- tell me what --

3 ATTY. WOLMAN: I don't want the court to
4 decipher --

5 THE COURT: How does it matter, how does it matter
6 to anything the jury has to decide in this case, how
7 someone values a claim or why somebody might settle a
8 case or not settle a case? Their child has cancer and
9 this, they had a fabulous lawsuit but because they have
10 other issues in their life they are discounting the
11 case and settling it for nothing. People settle cases
12 all the time and it doesn't reflect the value of the
13 case. This is not, you're not telling me anything in
14 any way is likely to lead to admissible evidence here.

15 ATTY. WOLMAN: People settle the cases and it's
16 not related to the value of the case is not why, your
17 Honor. I understand your Honor has that opinion,
18 however, why people settle and how much they put in to
19 negotiating and when they make their demands and how
20 they decide, multiple plaintiffs decide to apportion it
21 among themselves, to say, oh, my claim is worth twice
22 as much as yours or your claim is worth a third of mine
23 so I should get a bigger percentage that goes to how
24 you value the claims relative to each other.

25 It goes to a better understanding of what the
26 damages are that our clients have the right to know and
27 to anticipate in terms of preparing for trial in this

1 matter. The amount of the settlement itself, the
2 settlement instrument we're not going to read it to the
3 jury. We recognize that there's a direct bar on that.
4 But is the actual fact of settlement and the amount
5 that it was settled for likely to lead, yes. There are
6 no lead to discovery of admissible evidence yes.

7 There's, you got to find out how it's divvied up
8 and why. It goes to the, for Ms. Lafferty, evaluation
9 where she later decided it was worth \$37,000 in her
10 bankruptcy. It goes to determining, you know, what
11 their losses are, what they're claiming. You know,
12 what is the terms of the settlement itself are may have
13 other relevant information about who can say what and
14 what is given away and sold beyond the scope of merely
15 the claims in litigation or for less than the
16 litigation.

17 I should note it's not merely negligence claims
18 there are CUTPA claims as well and of course they were
19 claiming actual malice. And they were claiming IIED so
20 they're coming intentional torts, statutory claims
21 here. So we don't, the problem we're facing here, of
22 course, is we don't know what we don't know, what's in
23 there but it could well include information certainly
24 of course all of the information leading up to this
25 element would be discoverable and there's no claim of
26 privilege brought there. And no claim or at least
27 argued by counsel here and the statute doesn't address

1 those negotiations and discussions, so all the time
2 there's evidence, documents that are inadmissible but
3 we still nonetheless discover them because then I can
4 have a question as to why you came up with this figure,
5 how does this satisfy your needs. Does this make you
6 whole for what you needed.

7 I can ask a plaintiff have you been made whole by
8 this, so I know whether or not there's any form of
9 setoff or issue there. So for, you know, certainly
10 posttrial remedies. And it goes, you know, towards
11 essentially them, also witness credibility can be
12 ascertained by questions regarding settlements. All of
13 these issues, you know, lead to the discovery.

14 We have broad discovery in this case. Your Honor
15 has allowed incredible amounts of discovery. And in
16 light of that, you know, it seems that we need to be
17 able to obtain our discovery in order to ascertain the
18 values of the claims which we still haven't received
19 any documents from any plaintiff as to the value of
20 their claim.

21 THE COURT: Attorney Wolman, the issue is the jury
22 is going to determine the value of the claim when you
23 try this case. So how do you get this before a jury?

24 ATTY. WOLMAN: I don't need to get this agreement
25 before a jury, the statute prohibits it. But what this
26 agreement could lead to from information from the
27 plaintiffs or from third parties, is discoverable and

1 could lead to how you determine the evaluation of the
2 claim. You know somebody saying oh, I just got my
3 check for \$37,000. I'm so glad. I've done everything
4 I needed to in this case, mission accomplished; or all
5 right. I got \$37,000, you know what, I just need
6 another \$15,000 to be made whole. That's all I really
7 need, I'm looking for in this case.

8 You get a sense of what they are needing, how
9 they're looking at this economically based upon what
10 they would say about the settlement and, of course,
11 we're being precluded from any inquiry into the
12 settlements, the apportionment, the negotiations. All
13 of this information well outside the scope of the
14 actual document itself.

15 THE COURT: Okay.

16 ATTY. WOLMAN: Facts they've exchanged in these,
17 you know, in the negotiation of it, facts that might
18 appear on the face of the agreement. Maybe there's
19 admissions, I don't know.

20 THE COURT: All right. Attorney Cerame.

21 ATTY. CERAME: Yes, your Honor.

22 THE COURT: What's your --

23 ATTY. CERAME: I have two, I hope a much shorter
24 point. First I'm going to point out waiver. This is
25 not an objection as to form.

26 Attorney Mattei with all due respect at the
27 beginning we have the standard, you know, stipulations.

1 This was not an objection as to form. He's now raising
2 an objection that is not traditionally raised in the
3 middle of a deposition. In fact, I struggle to
4 remember a time when somebody raised an objection of
5 this matter in a deposition.

6 THE COURT: All right. So I'm going to interrupt
7 you, Attorney Cerame, but gently interrupt you. I see
8 this all the time on a regular basis. If you are in a
9 deposition and there is, doesn't have to be privilege
10 but if there's an issue of harassment or
11 inappropriate -- you know look at the Practice Book.
12 You can get protection from the court on a line of
13 questioning that is improper under 13-4 or 13-14,
14 whatever it is.

15 So again, I don't have anything in front of me by
16 way of what this motion is called because I'm trying to
17 accommodate you but the way that I'm looking at it is
18 that this was more of this line of questioning needs to
19 be protected from under the Practice Book. I'm doing
20 the best I can based on what you're telling me. So I'm
21 sort of yes --

22 ATTY. CERAME: I welcome your Honor's correction.
23 I welcome your Honor's correction and I just needed to
24 note that and also for the record because we are on the
25 record here. That is a basis, you know, I have here
26 for my response to Attorney Mattei's objection.

27 I would also say, though, your Honor, in terms of

1 how this may logically lead to admissible evidence,
2 look, I'm going to ask the plaintiff one of the
3 plaintiffs here, one of the issues here is the
4 evaluation of a claim being worth \$37,000. And I'm
5 going to ask her how she came to that number. And
6 although the number is not going to be admissible, the
7 agreement is not going to be admissible, her reasons
8 are. And she's going to tell me about it hurt me this
9 much. These are the things that made me feel this way.
10 This is why I felt it was adequate. This is why I felt
11 it wasn't adequate.

12 All those reasons she gives, those are absolutely
13 admissible. So it is and follow up questions as to
14 those are also admissible and testing the evidence
15 along that vein is absolutely admissible.

16 THE COURT: Listen, you know argument in a closing
17 argument about what you think your case is worth is one
18 thing but typically we don't ask the plaintiffs or the
19 defendants during a trial, hey, what do you think this
20 claim was worth? Tell the jury even though it's their
21 job to evaluate it. So can you explain what you're
22 trying to say.

23 ATTY. CERAME: I'm clearly not making myself clear
24 for the court. I'm not saying that I would admit
25 evidence of what the value was. I wouldn't try to
26 adduce that evidence. I wouldn't try to adduce that
27 evidence. What I'm going to ask the plaintiff why did

1 you come to that number? And she's going to give me
2 reasons about why she came to that number.

3 Those reasons, the things that hurt her, the
4 things that didn't hurt her, the reasons why that
5 number was inadequate, those reasons. Her thinking,
6 that goes to her emotional damages. Those reasons she
7 gives for why the case was worth that much money, those
8 are admissible. That is fair grounds for discovery.

9 It is fair grounds for me to test the evidence and
10 ask her followup questions as to those reasons why she
11 thought that number was (inaudible). So that's, I'm
12 giving her Honor an example. The number itself, I
13 don't think I could get that number in and nor would I
14 want to and nor would I try but the followup question
15 as to why that number is the number you came to, what
16 emotional reasons, why is that number seem to fit. How
17 did you come to that number? Those things, those are
18 things that plaintiffs' counsel is going to have to
19 discuss. Those are the same kinds of issues that
20 plaintiffs' counsel is going to have to establish when
21 he talks about damages.

22 And inasmuch as plaintiffs' counsel is going with
23 per se one of his claims is deformation per se where
24 damages are presumed. And therefore, we're going to
25 have to do, we need evidence by which we can, we have
26 to present evidence and that kind of thing, okay,
27 situation. Because damages are presumed in a per se

1 instant. And so we need to get evidence and this is
2 the kind of evidence we're going to need her reasons
3 for coming to that value. The number itself, the value
4 itself, is not something I think we can adduce before a
5 jury. I don't think that that's -- but that's not the
6 question before the court.

7 The court articulated it very well earlier. The
8 question is whether is logically calculated reasonably
9 calculated to lead to admissible evidence. And her
10 reasons for that number, those are things and followup
11 questions as to that, those are all relative, those are
12 as significant as the damages.

13 THE COURT: So you're telling me you don't need
14 the number it's the reasons for why she settled and how
15 it made her feel?

16 ATTY. CERAME: I need the number in order to
17 get -- the numbers important because that's going to be
18 how I ask -- I can't ask her, well, why did you come up
19 with a number. If I ask her why did you come up with
20 \$37,000, she's going to give me information that may
21 lead to, reasonably calculate to lead to admissible
22 evidence. If I ask her some amorphi's nonspecific, I
23 can't even imagine the question I would ask her if I
24 didn't use the \$37,000 number.

25 I don't even know that that would be a proper
26 question. So, you know, the reasons, the emotional
27 reasons, the basis for her damages that's what I'm

1 really trying to ask about here, Judge.

2 THE COURT: Okay. So, I'm not going to hear from
3 you at this time, Attorney Mattei. At this point, I'm
4 going to grant, I'm not even sure what I'm ruling on
5 since I don't have a motion. I think at this point,
6 the inquiry should not be permitted but I'm doing that
7 without prejudice for the defendants, if they want to
8 pursue it, to file briefs on the issue. I'm willing to
9 be corrected on the issue if I didn't get it right, but
10 right now, it literally is a fishing expedition as far
11 as I'm understanding what you're saying and I don't
12 think it's an appropriate inquiry.

13 But certainly you have, I will readdress the issue
14 if you want to pursue it but then you would have to
15 file briefs. It's not going to hold up any
16 depositions. The depositions should go forward and if
17 it turns out, that I am persuaded by briefs that you
18 file and there will be followup questions, we'll figure
19 out the mechanics of that at a later date if and when
20 it's necessary.

21 ATTY. CERAME: I do take exception. I want to
22 note, I want to make sure that --

23 THE COURT: We don't have to take exceptions any
24 more. We're on the record. You have a good record.
25 I'm trying to keep a good basis --

26 ATTY. CERAME: It's an old habit, right, your
27 Honor. I apologize. So I just want to make sure I got

1 the discrete issue that's going to be briefed correct.
2 And the court is asking about --

3 THE COURT: If you want, I think it's pretty
4 self-explanatory. So you have permission, the court
5 would readdress the issue again upon the filing of
6 proper briefs by the defendants.

7 I'm ruling in favor of the plaintiff so they're
8 all set, so they're not going to have the issue we
9 addressed again but you certainly -- I'm issuing this
10 ruling without prejudice to address it again should the
11 defendants wish to pursue it with briefs and case law
12 and I will give it the attention it deserves.

13 ATTY. CERAME: Right. The reason I'm asking about
14 the issue of form is to make sure I get the burdens
15 right. Okay.

16 THE COURT: Right.

17 ATTY. CERAME: Right.

18 THE COURT: I'm ruling for the plaintiffs and so
19 it would be incumbent upon you to file whatever you
20 want to file, if you want to file it. Okay.

21 ATTY. CERAME: So the court's determine the
22 information is not discoverable, is that correct?
23 Because it's not reasonably calculated to lead to
24 admissible evidence?

25 THE COURT: I think I said it three times now and
26 so the last time I'm going to say it is that I'm
27 finding that it's not a proper inquiry at the

1 deposition. So that's what it is on the record. It is
2 not proper inquiry.

3 ATTY. WOLMAN: Your Honor, if I may be sure as to
4 what your Honor means by it. Is your Honor
5 specifically speaking about the terms of the settlement
6 agreement?

7 THE COURT: The issue that you presented about the
8 number of the settlement, the value of the settlement,
9 the strategy behind the settlement. It's the issue
10 that you presented to me orally today.

11 ATTY. WOLMAN: Well, the issue I presented to your
12 Honor was far broader than merely what did the document
13 signed by the parties --

14 THE COURT: Attorney Wolman, I started with the
15 plaintiff. I heard what the plaintiff had to say and
16 I'm ruling in the plaintiffs' favor. There's no
17 briefing here. There's no motion here. So at this
18 point, that's the ruling. I don't want to keep going
19 on and on and on addressing it. All right.

20 At this point, I'm not going to take any further
21 steps reaching out to the other defendants since I
22 didn't reach that issue. So if and when it ever
23 becomes an issue again, I'll figure out how to do that.
24 Okay. Anything else for today?

25 ATTY. MATTEI: Just for the record, your Honor,
26 the issue was raised as to waiver and I just wanted to
27 state that plaintiffs' position that there's no basis

1 for a waiver here, and that's all I have.

2 THE COURT: I'm not sure that was, okay. It's on
3 the record but I'm not sure that was necessary. All
4 right. Anything else?

5 All right. So I will see you at our next status
6 conference. I hope everyone has a happy, safe, Fourth
7 of July.

8 ATTY. MATTEI: Thank you, Judge.

9 ATTY. CERAME: Thank you, your Honor.

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11 * * * * *

1
2 DKT NO: X06-UWY-CV18046436-S : COMPLEX LITIGATION
3 ERICA LAFFERTY : JUDICIAL DISTRICT WATERBURY
4 v. : AT WATERBURY, CONNECTICUT
5 ALEX EMRIC JONES : JULY 2, 2021

6 DKT NO: X06-UWY-CV186046437-S

7 WILLIAM SHERLACH
8 V.
9 ALEX EMRIC JONES

10 DKT NO: X06-UWY-CV186046438-S

11 WILLIAM SHERLACH
12 V.
13 ALEX EMRIC JONES

14 C E R T I F I C A T I O N

15 I hereby certify the foregoing pages are a true and
16 correct transcription of the audio recording of the
17 above-referenced case, heard in Superior Court, G.A. 4 of
18 Waterbury, Connecticut before the Honorable Barbara N. Bellis,
19 Judge, on July 2, 2021.

20 Dated this 7th day of July, 2021 in Waterbury,
21 Connecticut.

22
23
24
25
26 _____
27 Debbie A. Ellis
Court Recording Monitor

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E L E C T R O N I C
C E R T I F I C A T I O N

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Dated this 7th day of July, 2021 in Waterbury, Connecticut.

Debbie A. Ellis
Court Recording Monitor